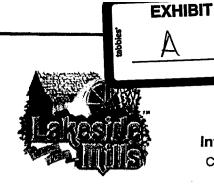
LAKESIDE MILLS, INC. PO Box 63215 Charlotte, NC 28263-3215



Invoice

Invoice No.: 14375 Customer No.: 751086

Bill To: COMMISSARY OPERATIONS INC (Ripley)

2629 EUGENIA AVE NASHVILLE, TN 37211 Ship To: COI RIPLEY DC

HC88 CEDAR LAKES ROAD RIPLEY, WV 25271-9318

Date		Ship Via	F.O.B.	Terms			
07/09/08	/09/08 Old Dominion		Origin	2.00%-10 / Net 30			
Purchase Order Number Order Date		Order Date	Sales Person	Our Order Number			
253125		07/03/08	Lakeside House Account	402328	/502577		
A CHARLES CARREST MARKET AND ACCOUNTS OF THE PERSON ACCOUNTS OF THE PERSO	antity hipped B.O.	Item Number	Description	Unit Price	Amount		
140	140	98080	25# RYAN'S CATFISH BREADER (7 X 7 = 49/Pallet)	12.12	1696.80		
96	96	7145100042	8/5# YELTONS BEST CMMIX	13.12	1259.52		
			FREIGHT SURCHARGE		245.00		
			Invoice subtotal		3201.32		
			Invoice total		3201.32		

Lakeside Mills Inc.

716 West Main St. Spindale, NC 28160 828-286-4866

Bill of Lading 502577

 Date
 Page

 07/09/08
 1 of 1

COMBINATION SHORT FORM OF STRAIGHT BILL OF LADING SUBJECT TO THE TERMS & CONDITIONS HEREIN AND ON REVERSE OF STANDARD UNIFORM STRAIGHT BILL OF LADING

ON REVERSE OF STANDARD UNIFORM STRAIGHT BILL OF LADING										
SHIP TO:										
COI RIPLEY DC					}					
HC88 CEDAR LAKES RD					1					
	Y WV 2527				i					
,					f					
PHONE:1-304-372-2111					Maintain Tomas					
	OWNED				Maintain Temp:					
OWNER REFERENCE			ORDER NUMBER		PO NUMBER	FREIGHT CHARGES WILL BE COLLECT UNLESS MARKED PREPAID				
LAKESIDE MILLS INC			402328			Prepaid Prepaid				
					253125					
Units	Qty Ship	Item # / Description Lot #		/ Prod Code						
1	48	• • • • • • • • • • • • • • • • • • • •		3986-4369		Net Lbs.	Gross Lbs.			
Plits	Case	ì	ECT CMAN	~3900 -4 309 \ ~	√ LSM	1920.00	1920.00			
1 110			EST CIVIIVII.							
'	48			4370-4753 \	√ LSM	1920.00	1920.00			
Pilts	Case	8/5# YELTONS BI	EST CMMI	X						
2	2 96 Totals for Item[7145100042]									
1	70	98080		7592-7669	/ LSM	435000				
Plits	Case				V LOW	1750.00	1750.00			
1	70		1 JOIT BALL				İ			
Dille.		98080		7670-7747	/ LSM	1750.00	1750.00			
Plits	Case	25# RYAN'S CAT	FISH BREA	ADER	•					
2	140	Totals for item[986	080 1							
			4							



ATTN: NMFC 73140 CLASS 50 Q#11060161 \$652.06 REQ DEL 7/11/08										
Total Qty Ship: 236 Total Units: 2	Pallets In: _ Pallets Out: _	4	Total Net Lbs:	7340.00	Total Gross Lbs					
RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above, in apparent good order, except as noted (contents and condition of contents in packages unknown), marked, consigned and destined as indicated above, which said agrees to carry it to its usual place of delivery, if on its route, otherwise to deliver it to another carrier on the route to said destination. It is mutually agreed, said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Bill of Lading set classification tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of this bill of lading which also includes those standard conditions listed on the back of the standard pre-printed Straight Bill of Lading - Short Form for which this document is hereby agreed as being substituted, and the said terms and conditions are hereby agreed by the shipper and accepted by himself and his assigns. Shipper/Signature										
Lakeside Mills Inc. Per Driver Signature	ALL	In	14/4/	OLD DOMIN	ION FREIGHT	530906				
Consignee Signature	en C	G	Oriver P	Name (printed)	Tr TS Date	7-9-08				
· ·		4	<u></u>							
ORIGINAL - NON NEGOTIABLE THIS BILL OF LADING - EXPRESS SHIPPING CONTRACT IS TO BE SIGNED BY SHIPPER AND CARRIER shippment										

OLD DOMINION FREIGHT LINE INC. (ODFL) 1 FO MOX 199-75 - ATLANTA, EA 30384-8475 USA 1 (334) 849-5000									
CRW	HKY 50257			3125		7/10/08		DR	
	RIPLEY DC 88 CEDAR LAKE		Dest I/L Co	TAKES	30906 IDE MILI	7/09/0	B 0250	781	
RIPI	1	WV 25	1	716 W	EST MAII	STREET	NC 28160	1	3 SHIT 1
								P/E P	C/D/G
0250	7812028		Canada Assaulta Sancia					IKI.	R/C ***
4	HANDLING UN SHIPPER LOA Quote# 1106 Indv Pcs: 2 Flour or co including C Mixes, see NMFC # 0731 REQUIRED De		S OF TYPE S		7602				
							C.O.D.		
Sanl # Ci	COL DE	10M EXCEPT AS MOTED	Inside Re	livery [] 6	ift Other	CASH	Pcs. Del'd Bate Bel'd COPY ORIS	SOUTH TO SEE	

From: COI FOOD SERVICE To: (828)287-3361 King, Bryan Msg#417144.0.1 07/03/2008 07152 Fage 3 of 4 TO FAX # : 8282873361 VENDOR # : 410230 P.O. # : 0253125 NRME :LAKESIDE MILLS. INC Ship To: *) DELIVERY (* COI RIPLEY D.C. ** PURCHASE ORDER NUMBER 253125 ** HC88 CEDAR LAKES ROAD ******* APPOINTMENTS 800 554 2666 RIPLEY, W 25271-9318 PHONE- 304-372-2111 -SHIP FROM WAREHOUSE-PAGE-1 OF VENDOR #: 410230 ********* P.O. DATE 7/03/2008 MAME : LAKESIDE MILLS, INC Bill to: P.O. BOX 63215 COMMISSARY OPERATIONS, INC. BUYER - TREICO WILL NC28263-3215 CHARLOTTE 2629 EUGENTA AVENUE NASHVILLE, TN 37211 FRX- 828-287-3361 PHONE- 828-286-4866 PHONE- 615-231-4300 EXPECTED DATE- 7/11/2008 CONTRCT: LINE UND ITEM ITEM DESCRIPTION PACK SIZE ITEM # ORDER PRICE 1 BREADER, CATFISH RYAN'S 25# 98080*R 1 25# 140331 12.1200 98080*R ITMWT-26.00 TARENT-.m FREIGHT-2 CORNMERL SELF RISING 8/5# DD42 R 8 5# 140332 13.1200 0042 ITMUT-41.00 TARENT-.00 FREIGHT-CUBE-236.00 WEIGHT- 7576.00 CRM-.00 -YTITMHUD 236 FREIGHT-.m EXT-2956.32 TERMS- .0200 10 N/ 30 LERD-DAYS FRT-/CS /Ctr **/LB** /BK /CB >>SPECIAL INSTRUCTIONS((* DELIVERY * WILL PRY FREIGHT. PLERSE CONFIRM FREIGHT AMOUNT

THIS ORDER IS PLACED WITH YOU ON THE EXPRESS CONDITION THAT DELIVERY OF GOODS WILL BE MADE ACCORDING TO THE FOLLOWING TERMS: IF SHIPMENT IS DELAYED IN TRANSIT BEYOND DISCOUNT PERIOD, OUR RIGHT TO CASH DISCOUNT WILL NOT BE WRIVED AND WILL START AT THE TIME OF RECEIPT OF THE GOODS. SEE SEPARATE ATTACHMENT FOR RODITIONAL TERMS AND CONDITIONS.

&&& END

PURCHASE ORDER ("P.O.") CONDITIONS

- CONTROLLING CONTRACT. All terms and conditions of this P.O. are controlled by any controlling contract between
 Vendor and Commissary Operations, Inc., as designated by its number on the front of this P.O., and, in the event of any
 inconsistency between the controlling contract this P.O. the controlling contract shall govern. Provided, however, that in
 the event of such inconsistency, the governing contract shall invalidate only the expressly inconsistent provisions contained herein and shall not affect any other or additional provisions contained in the P.O. even though such provisions
 may not appear in the controlling contract.
- 2. VENDOR INDEMNITY. Vendor agrees to indemnity, defend and hold harmless Commissary Operations, Inc. and each of their agents and employees from any and all liability, loss, settlement, cost or expense of any type (including but not limited to reasonable attorneys fees) arising out of or resulting from claims, demands, costs or judgements that directly or indirectly arise out of or in any way result from or are related to Vendor's performance or nonperformance of this Agreement, or the vending services provided hereunder, the performance of or failure to perform any work or other activity related to such vending service, of any alleged deficiency or defect in the vending services or products related thereto furnished or required to be furnished pursuant to this Agreement. The scope of the indemnity set forth in the preceding sentence includes, without limitation, claims, demands, suits or judgements based upon (1) alleged violations or rights under patents, trademarks, copyrights or applications therefor: (2) accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of any goods or services furnished by Vendor; or (3) any violation of any statute, regulation or ordinance of any governmental authority in the manufacture, sale or delivery of the goods or services furnished or required to be furnished hereunder.
- 3. ACCEPTANCE. Unless this P.O. is in confirmation of an order, in which case this P.O. and all of the terms and conditions stated herein shall be the acceptance, acceptance of this P.O. and all of the terms and conditions stated herein shall be made only by shipment of the goods described on the front of this P.O. If vendor refuses to accept the order exactly as written, Vendor will immediately contact Commissary Operations, Inc. and immediately return the P.O. along with an explanation.
- 4. SEPARATE INVOICE. Vendor will send a separate invoice for each P.O.
- SHIPPING INSTRUCTIONS. Goods must be shipped as per instructions, otherwise any handling charge will be billed back to Vendor.
- 6. <u>CASH DISCOUNT PERIOD</u>. The cash discount period for Commissary Operations, Inc. shall date from receipt of goods and not from date of any invoice.
- OMITTED PRICE. If price is omitted on any order, Vendor's price will be the lowest prevailing market price and in no event is this order to be billed at higher prices than last previously quoted or charged without written consent of Commissary Operations, Inc.
- 8. GOVERNING LAW. Except as expressly inconsistent therewith, this agreement shall be governed by and construed in accordance with the provisions of the Tennessee Uniform Commercial Code. T.C.A. §§57-1-101 et seq., including all definitions contained therein.
- 9. VENDOR'S FAILURE TO DELIVER. If Vendor should fail to deliver as and where specified, Commissary Operations, Inc. reserves the right to cancel this order, or any part thereof, without prejudice to its other rights; and Vendor agrees that Commissary Operations, Inc. may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.
- 10. <u>REMEDIES</u>. In the event of Vendor's breach, Commissary Operations, Inc. shall in addition to those remedies contained in the Tennessee Uniform Commercial Code, recover all costs and expenses, incurred in attempting to remedy said breach, including its reasonable attorneys fees. Any action brought to enforce any remedy under this contract may be brought in Davidson County Tennessee courts and Vendor hereby consents to the jurisdiction of said courts.
- 11. <u>ENTIRE AGREEMENT: MODIFICATION</u>. This P.O. (and any controlling contract, if applicable) constitutes the entire agreement between Vendor and Commissary Operations, Inc., and no change in or modification of this agreement shall be binding upon Commissary Operations, Inc. unless the change or modification is in writing and signed by Commissary Operations, Inc. The terms and conditions as stated in this P.O. govern in the event of a conflict with any terms of any proposal by Vendor and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in any acknowledgment or confirmation of Vendor unless the same is accepted in writing signed by Commissary Operations, Inc.
- 12. NO SUBSTITUTION. The duties or obligations of Vendor may not be delegated to any other person.